

REMARKS

Claims 1-21 are pending in the present application. By this Response, claims 1, 4-8, 11-15, and 18-21 are amended.

Claims 1, 8, and 15 are amended to include the features of amended claim 4, 11 and 18 and to recite “applying a discount to a purchase price of the customer purchase order, based on the fact that the client machine was using the wireless communication protocol, wherein the step of applying a discount to the purchase price further comprises: mapping a customer identifier to a discount scheme table; and computing a discount based on a discount scheme selected from the discount scheme table, and the discount scheme table includes a plurality of discount schemes.” These features are supported at least on page 13, lines 8-10 of the current specification.

Claims 4, 11, and 18 are amended to recite “wherein the discount scheme selected is based on a wireless communication plan used by a customer.” These features are supported at least on page 11, lines 25-30 of the current specification.

Claims 5, 12, and 19 are amended to recite “wherein the discount is computed using a discount scheme from the plurality of discount schemes that produces greatest savings for a customer.” These features are supported at least on page 13, lines 12-13 of the current specification.

Claims 6, 13, and 20 are amended to recite “wherein the discount scheme selected is based on a classification of the customer, and wherein the classification includes a type of product the customer is interested in purchasing, and wherein the classification includes regular customers, and wherein a regular customer is determined based on a customer’s purchase histories.” These features are supported at least on page 11, line 25 to page 12, line 6 of the current specification.

Claims 7, 14, and 21 are amended to recite “wherein a greater discount is applied if the wireless communication plan used by the customer is a high-priced plan.” These features are supported at least on page 11, lines 30-32 of the current specification.

No new matter is added as a result of the above amendments. Reconsideration of the claims in view of the above amendments and the following Remarks are respectfully requested.

I. 35 U.S.C. § 112, Second Paragraph, Claims 5, 6, 12, 13, 19 and 20

The Office Action rejects claims 5, 6, 12, 13, 19, and 20 under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter, which applicants regard as the invention. This rejection is respectfully traversed.

The Office Action states that the Examiner is unable to determine what a session represents, because it could be any number of time usage situations. By this Response, claims 5, 6, 12, 13, 19, and 20 are amended to remove the word “session.” Therefore the rejection of claims 5, 6, 12, 13, 19, and 20 under 35 U.S.C. § 112, second paragraph has been overcome.

II. 35 U.S.C. § 103(a), Alleged Obviousness, Claims 1-21

The Office Action rejects claims 1-21 under 35 U.S.C. § 103 as being allegedly unpatentable over Farhat et al. (U.S. Patent Publication No. 2001/0034704 A1) in view of Official Notice and further in view of PR NewsWire. This rejection is respectfully traversed.

As to claims 1, 8, and 15, the Office Action states:

In regards to claim 1, Farhat discloses a method for calculating a cost discount for mobile telephone Internet access, comprising: receiving an access request from a client machine;
determining that the client machine is using a wireless communication protocol (para 39);
sending an electronic document to the client machine;
receiving a customer purchase order. Farhat teaches using an electronic network for e-commerce, but does not specifically mention that there is an electronic document such as a purchase order form being sent to the wireless device. Sending and receiving forms over the internet to a wireless device to facilitate the ordering of product is old and well known in the art. It would have been obvious to a person having ordinary skill in the art to include in Farhat sending purchase orders over the wireless network, because this would provide a well known and efficient method of transacting e-commerce over a wireless device.
applying a discount to the purchase price of the order, based on the fact that the client machine was using the wireless communication

protocol. Farhat teaches giving discounts based on transactions and specific usage of a wireless protocol in a purchasing event (FIG 12), but does not specifically mention that the discount is a discount on the purchase order item. Pr Newswire teaches discounts on products based on agreements with sponsor companies, which are offered over a wireless network (see entire article). It would have been obvious to a person having ordinary skill in the art to include offering discounts on products ordered over the wireless network, since it is notoriously known that targeting offers is a very efficient way of advertising and offering discounts.

Office Action dated June 1, 2004, pages 3-4.

Amended independent claim 1, which is representative of claims 8 and 15 with regard to similarly recited subject matter, now recites:

1. A method for calculating a cost discount for mobile telephone Internet access, comprising:
 - receiving an access request from a client machine;
 - determining that the client machine is using a wireless communication protocol;
 - sending an electronic document to the client machine;
 - receiving a customer purchase order; and
 - applying a discount to a purchase price of the customer purchase order, based on the fact that the client machine was using the wireless communication protocol, wherein the step of applying a discount to the purchase price further comprises:
 - mapping a customer identifier to a discount scheme table; and
 - computing a discount based on a discount scheme selected from the discount scheme table, and wherein the discount scheme table includes a plurality of discount schemes. (emphasis added)

Neither Farhat nor PR Newswire, either alone or in combination, teaches or suggests mapping a customer identifier to a discount scheme table, or computing a discount based on a discount scheme selected from the discount scheme table that includes a plurality of discount schemes.

The Office Action alleges that Farhat teaches these features in Figure 11 and 12. However, as described in paragraph 128, Farhat merely teaches selecting a contract and pricing plan from a contract table based on a customer identifier. The contract table only includes a pricing plan that corresponds to a customer. The contract table does not include a plurality of discount schemes that may be selected to compute a discount.

The pricing plan in the contract table, as shown in Figure 13B of Farhat, merely includes necessary fees for calculating monthly service fees for the customer. The pricing plan does not include a plurality of discount schemes, such as a wireless communication plan used by the customer or a classification of the customer.

In addition, Farhat does not compute a discount based on a discount scheme selected from a discount scheme table. Rather, Farhat computes a discount based on the time usage and number of transactions performed by the customer. In paragraphs 77 to 82, Farhat teaches a flexible pricing model which offers discounts and promotions. In paragraphs 133 to 138, Farhat teaches two types of discounts being offered: a usage discount and a transaction discount. The usage discount, as described in paragraph 84, is based on usage (e.g. accumulated usage time or value total) pricing, and the transaction discount is based on transactions (e.g. an accumulated total number of transactions).

Thus, the discounts that Farhat offer are computed based on the amount of time a customer has used, the transaction value, or the number of transactions the customer performed. These discounts are not computed based on a selected discount scheme from a discount scheme table. Therefore, Farhat does not teach the features of claims 1, 8, and 15 of the present invention.

PR Newswire also fails to teach or suggest mapping a customer identifier to a discount scheme table, or computing a discount based on a discount scheme selected from the discount scheme table that includes a plurality of discount schemes. On page 5, PR Newswire only teaches offering subscribers deep discounts on premium products through proprietary agreements with sponsor companies. Nowhere in the reference does PR Newswire teach or suggest a discount scheme table, let alone computing deep discounts based on a discount scheme selected from a discount scheme table. To the contrary, the discount is applied based on predetermined propriety agreements with companies that sponsor the services. Therefore, PR Newswire also does not teach or suggest the features of claims 1, 8, and 15 of the present invention.

Furthermore, it would not have been obvious for a person of ordinary skill in the art to either modify or combine the teachings of Farhat and PR Newswire to compute a discount based on a discount scheme selected from a discount scheme table that includes a plurality of discount schemes. Farhat is only concerned with using time and

transactions as a measurement for applying discounts. PR Newswire is only concerned with using predetermined agreements from sponsor companies to apply discounts. Neither reference teaches or suggests a discount scheme table or applying discounts based on a discount scheme selected from the discount scheme table. Therefore, a person of ordinary skill in the art would not be led to either modify or combine the teachings of Farhat and PR Newswire to compute a discount using a discount scheme selected from a discount scheme table.

Even if a person of ordinary skill were to combine the teachings of Farhat and PR Newswire, the resulting combination would still not be computing a discount using a discount scheme selected from a discount scheme table. To the contrary, the resulting combination would be applying deep discount to premium products based on accumulated usage time, value total, or accumulated total number of transactions. Therefore, it would not have been obvious for a person of ordinary skill in the art to modify or combine Farhat and PR Newswire to reach the features as recited in claims 1, 8, and 15 of the present invention.

In view of the above, Applicant respectfully submits that neither Farhat nor PR Newswire, either alone or in combination, teaches or suggests the features of claims 1, 8, and 15. At least by virtue of their dependency on claims 1, 8, and 15 respectively, neither Farhat nor PR Newswire teaches or suggests the features of dependent claims 2-7, 9-14, and 16-21. Accordingly, Applicant respectfully requests the withdrawal of the rejection of claims 1-21 under 35 U.S.C. § 103(a).

In addition, neither Farhat nor PR Newswire, either alone or in combination, teaches or suggests the specific features as recited in dependent claims 2-7, 9-14, and 16-21. For example, with regard to amended claim 4, which is representative of claims 11 and 18, neither Farhat nor PR Newswire teaches or suggests that a discount scheme selected is based on a wireless communication plan used by a customer.

As discussed in arguments presented above for claims 1, 8, and 15, the discounts that Farhat offer are based on the amount of time a customer has used, the transaction value, or the number of transactions the customer has performed. There is no teaching or suggestion in Farhat to select a discount based on a wireless communication plan used by the customer. While Farhat teaches, in Figure 13B, a pricing plan that is used to

determine summarized monthly fees for a particular customer, the pricing plan is different from the wireless communication plan.

The pricing plan of Farhat only indicates what type of fees should be included in a monthly cycle. It does not indicate what wireless communication plan the customer uses for mobile access. A wireless communication plan may be determined based on the service provider the customer uses or the Wireless Application Protocol gateway the client machine uses to access mobile service. Therefore, Farhat does not teach or suggest the features of amended claims 4, 11, and 18.

PR Newswire also fails to teach or suggest that a selected discount scheme is based on a wireless communication plan used by the customer. PR Newswire only teaches using proprietary agreements to apply discounts. PR Newswire fails to teach or suggest using a wireless communication plan used by the customer to apply the discounts. Therefore, PR Newswire also fails to teach or suggest the features of amended claims 4, 11, and 18.

Furthermore, it would not have been obvious for a person of ordinary skill in the art to modify or combine Farhat and PR Newswire to apply discount based on the wireless communication plan the customer uses. The Office Action alleges that “it would have been obvious to a person of ordinary skill in the art to include offering discount of products ordered over the wireless network, since it is notoriously known that targeting offers is a very efficient way of advertising and offering discounts.” Applicant respectfully disagrees.

Farhat is only interested in offering discount based on either time used or transactions performed. Farhat is not interested in applying a discount based on a wireless communication plan used by the customer. PR Newswire only teaches applying discount on premium products based on proprietary agreements from sponsor companies. PR Newswire neither teaches nor suggests how the discount should be applied. Therefore, a person of ordinary skill in the art would not be led to either modify or combine the teachings of Farhat and PR Newswire to apply a discount to a purchase order based on a wireless communication plan used by the customer.

Even if a person of ordinary skill were to combine the teachings of Farhat and PR Newswire, the resulting combination would still not be applying a discount based on a

wireless communication plan used by the customer. As discussed above in arguments presented for claims 1, 8, and 15, the resulting combination would be applying deep discounts to premium products based on accumulated usage time, value total, or accumulated total number of transactions. Therefore, it would not have been obvious for a person of ordinary skill in the art to modify or combine Farhat and PR Newswire to reach the features as recited in claims 4, 11, and 18 of the present invention.

With regard to amended claim 5, which is representative of claims 12 and 19 with regard to similarly recited subject matter, neither Farhat nor PR Newswire teaches or suggests that the discount is computed using a discount scheme from the plurality of discount schemes that produces greatest savings for a customer.

In paragraphs 78 to 82, Farhat teaches a flexible pricing model that has the following features:

[0078] 1. A variety of data structures dependent on, for example, the customer **36**, the service provider **32**, the location of the service access, the type of service access (e.g., dialup modem, ISDN, DSL), or usage accumulated during a particular cycle for a particular customer **36**.

[0079] 2. Any combination of (a) usage (e.g., a function of rate and session length); (b) transactional (per transaction); and (c) subscription-based or flat pricing (e.g., one price for all usage during a billing cycle for a customer **36** or one or more prices per each user for a customer during a billing cycle).

[0080] 3. Offered discounts and promotions.

[0081] 4. A variety of fees, such as start-up fees, monthly fees and minimum monthly commitments.

[0082] 5. Multi-tiered pricing schemes, or intra-provider roaming, where buy and sell rates for a particular location depend on the provider **32** and whether the service user/customer **36** of the service access belongs to a further customer **36**, its affiliate, or their customer.

However, none of the above features that Farhat provides computes a discount using a discount scheme that produces greatest savings for the customer. Farhat only teaches calculating a rate based on the customer and the customer's time usage and transactions performed. Nowhere in this section, or any other section of the reference

does Farhat teach or suggest a discount scheme that provides greatest savings for a customer, let alone computing a discount using this discount scheme. Therefore, Farhat does not teach the features of claims 5, 12, and 19.

PR Newswire also does not teach or suggest the features of claims 5, 12, and 19. As discussed above in arguments presented for claims 1, 8, and 15, PR Newswire only teaches applying discounts to products based on proprietary agreements from sponsor companies, not a discount scheme that produce greatest savings for the customer. Therefore, neither Farhat nor PR Newswire teaches or suggests the features of claims 5, 12, and 19.

With regard to amended claim 6, which is representative of claims 13 and 20 with regard to similarly recited subject matter, neither Farhat nor PR Newswire teaches or suggests that a discount scheme selected is based on a classification of the customer, or that the classification includes a type of product the customer is interested in purchasing, or that the classification includes regular customers, wherein a regular customer is determined based on a customer's purchase histories.

Farhat teaches, in paragraph 88, that usage totals may be maintained for corporate customer 62 for accesses to the network by all end users 60 (e.g., employees) associated with corporate customer 62, so as to enable the corporate customer 62 to obtain pricing, benefits associated with the amount of service access usage, and a number of service access transactions, by employees of the relevant corporate consumer 62.

Thus, Farhat merely teaches classifying a customer based on whether the customer is an employee of a corporate customer. Farhat does not classify the customer based on the type of product the customer is interested in purchasing, nor does Farhat determine whether the customer is a regular customer based on the customer's purchase histories, as recited in claims 6, 13, and 20.

In addition, Farhat suggests, in paragraph 88, other ways to classify customer, such as the identity of the entity actually performing service access, the network location being accessed, the time of day at which the service access occurs, the day of the week at which the service access occurs, type of service access, type of service, and customer and end user fee commitments. However, none of these suggested classifications includes a type of product the customer is interested in purchasing or whether the customer is a

regular customer. Therefore, Farhat does not teach or suggest the features of claims 6, 13, and 20.

PR Newswire also does not teach or suggest the features of claims 6, 13, and 20. PR Newswire does not even mention anything about classifying customers, let alone classifying customers by the type of product the customer is interested in or whether the customer is a regular customer. Therefore, neither Farhat nor PR Newswire teaches or suggests the features of claims 6, 13, and 20.

With regard to amended claim 7, which is representative of claims 14 and 21 with regard to similarly recited subject matter, neither Farhat nor PR Newswire teaches or suggests a greater discount is applied if the wireless communication plan used by the customer is a high-priced plan.

Farhat teaches, in paragraph 86, the following pricing model:

For example, when an accumulated usage or transaction total for a particular reseller 64, which may provide access to any number of further levels of customer, reaches a predetermined threshold, the pricing applied for service access may change. Specifically, volume discounts based on usage or transaction totals may apply. (emphasis added)

In the above section, Farhat teaches applying volume discounts based on accumulated usage or transaction totals. Farhat does not teach applying a greater discount if the wireless communication plan used by the customer is a high-priced plan. Farhat does not teach or suggest such feature because Farhat is only concerned with applying discount based on time usage or number of transactions performed by the customer. Farhat is not concerned with applying discounts based on other criteria, such as the wireless communication plan used by the customer, or if the wireless communication plan is a high-priced plan. Therefore, Farhat does not teach or suggest the features of claims 7, 14 and 21.

PR Newswire only teaches applying discounts using proprietary agreements, not a wireless communication plan used by the customer. Therefore, PR Newswire does not, and would not, teach applying a greater discount if the communication wireless plan is a high-priced plan. Therefore, neither Farhat nor PR Newswire teaches or suggests the features of claims 7, 14, and 21.

In addition to their dependency on claims 1, 8, and 15, Applicant respectfully submits that neither Farhat nor PR Newswire, either alone or in combination, teaches or suggests the specific features of claims 2-7, 9-14, and 16-21. Accordingly, Applicants respectfully request the withdrawal of rejections to claims 2-7, 9-14, and 16-21 under 35 U.S.C. § 103(a).

III. Conclusion

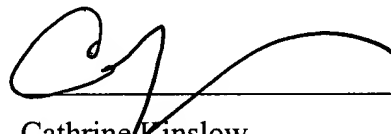
It is respectfully urged that the subject application is patentable over Farhat, Official Notice and PR Newswire and is now in condition for allowance.

The examiner is invited to call the undersigned at the below-listed telephone number if in the opinion of the examiner such a telephone conference would expedite or aid the prosecution and examination of this application.

DATE: _____

10/1/04

Respectfully submitted,



Cathrine Kinslow
Reg. No. 51,886
Yee & Associates, P.C.
P.O. Box 802333
Dallas, TX 75380
(972) 367-2001
Attorney for Applicant

CK/im